

EXHIBIT A

SCHEDULE OF AVOIDANCE ACTIONS

Remaining Adversary Vendors

Vendor Name	Vendor Type	Adversary Proceeding No.
ALEJANDRO ESTRADA MAISONET	Adversary	19-00059
AMBASSADOR VETERANS SERVICES OF PR LLC	Adversary	19-00048
APEX GENERAL CONTRACTORS	Adversary	19-00062
BIO NUCLEAR OF P R INC	Adversary	19-00091
BRISTOL /MYERS SQUIBB P R INC	Adversary	19-00042
CARIBBEAN EDUCATIONAL SERVICES INC	Adversary	19-00098
CARIBE GROLIER INC	Adversary	19-00051
CCHPR HOSPITALITY, INC	Adversary	19-00116
CENTRO DE DESARROLLO ACADEMICO INC.	Adversary	19-00053
CITIBANK N A	Adversary	19-00265
CLINICA DE TERAPIAS PEDIATRICA	Adversary	19-00054
COMMUNITY CORNESTONE OF P R	Adversary	19-00043
COMPUTER LEARNING CENTERS, INC.	Adversary	19-00055
COMPUTER NETWORK SYSTEMS CORP	Adversary	19-00150
Core Laboratories N.V. d/b/a Saybolt	Adversary	19-00381
CREATIVE EDUCATIONAL & PSYCHOLOGICAL SER	Adversary	19-00152
DIDACTICOS, INC.	Adversary	19-00161
DISTRIBUIDORA LEBRON	Adversary	19-00167
Ecolift Corp.	Adversary	19-00172
EDWIN CARDONA & ASOC	Adversary	19-00056
EMPRESAS ARR INC	Adversary	19-00084
ENTERPRISE SERVICES CARIBE LLC	Adversary	19-00060
EVERTEC INC	Adversary	19-00044
EXPLORA CENTRO ACADEMICO Y TERAPEUTICO	Adversary	19-00143
FACSIMILE PAPER CONNECTION CORP	Adversary	19-00092
FAST ENTERPRISES LLC	Adversary	19-00266
FIRST HOSPITAL PANAMERICANO	Adversary	19-00093
FP+1,LLC	Adversary	19-00148
GF SOLUTIONS, INC.	Adversary	19-00063
GILA LLC	Adversary	19-00354
GIRARD MANUFACTURING INC DBA/BANCO DE	Adversary	19-00103
GM SECURITY TECHNOLOGIES	Adversary	19-00273
GREAT EDUCATIONAL SERVICE, CORP.	Adversary	19-00277
GUIMERFE INC	Adversary	19-00182
HEWLETT PACKARD PR BV	Adversary	19-00183
HOSPIRA	Adversary	19-00186
I.D.E.A. INC.	Adversary	19-00268
INSTITUCION EDUCATIVA NETS, LLC	Adversary	19-00067
INTERNATIONAL SURVEILLANCE SERV CORP	Adversary	19-00202
INTERVOICE COMMUNICATIONS OF PR INC	Adversary	19-00068
JOSE SANTIAGO INC	Adversary	19-00075
JUNIOR BUS LINE, INC.	Adversary	19-00229

L.L.A.C., INC.	Adversary	19-00122
LAW OFFICES WOLF POPPER, INC	Adversary	19-00236
MACAM S.E.	Adversary	19-00255
MANAGEMENT, CONSULTANT & COMPUTER SERV	Adversary	19-00081
MANPOWER	Adversary	19-00088
MERCK SHARP & DOHME	Adversary	19-00276

Remaining Adversary Vendors

Vendor Name	Vendor Type	Adversary Proceeding No.
MICHICA INTERNATIONAL CO INC	Adversary	19-00238
MICROSOFT CORPORATION	Adversary	19-00290
N. HARRIS COMPUTER CORPORATION	Adversary	19-00102
NATIONAL COPIER	Adversary	19-00251
NELSON D. ROSARIO GARCIA	Adversary	19-00125
NETWAVE EQUIPMENT CORP	Adversary	19-00253
NEXT LEVEL LEARNING, INC	Adversary	19-00129
ORACLE CARIBBEAN INC	Adversary	19-00112
PCPS - Professional Consulting Psychoeducational Services, LLC	Adversary	19-00188
PERFECT CLEANING SERVICES INC	Adversary	19-00249
POSTAGE BY PHONE RESERVE ACCOUNT	Adversary	19-00181
PROSPERO TIRE EXPORT INC	Adversary	19-00196
Puerto Nuevo Security Guard	Adversary	19-00384
PUERTO RICO SUPPLIES GROUP INC	Adversary	19-00199
PUERTO RICO TELEPHONE COMPANY	Adversary	19-00127
QUEST DIAGNOSTICS	Adversary	19-00440
Ready & Responsible Security, Inc	Adversary	19-00387
REYES CONTRACTOR GROUP	Adversary	19-00220
RICARDO ESTRADA MAISONET	Adversary	19-00227
ROCK SOLID TECHNOLOGIES INC	Adversary	19-00230
ROCKET LEARNING INC	Adversary	19-00232
ROCKET TEACHER TRAINING	Adversary	19-00235
RODRIGUEZ PARISSI VAZQUEZ & CO PCS	Adversary	19-00155
ROSSO GROUP INC	Adversary	19-00239
S H V P MOTOR CORP	Adversary	19-00134
SEGUROS COLON INC	Adversary	19-00130
SESCO TECHNOLOGY SOLUTIONS LLC	Adversary	19-00162
ST. JAMES SECURITY SERVICES, INC.	Adversary	19-00145
TACTICAL EQUIPMENT CONSULTANTS INC	Adversary	19-00222
TALLER DESARROLLO INFANTIL CHIQUIRIMUNDI	Adversary	19-00049
Total Petroleum Puerto Rico Corp.	Adversary	19-00114
TRANSPORTES SONNEL INC	Adversary	19-00149
TRINITY METAL ROOF AND STEEL STRUC CO	Adversary	19-00187
TRUENORTH CORP	Adversary	19-00160
VIIV HEALTHCARE PR Y/O GLAXO SMITHKLINE	Adversary	19-00164
WF COMPUTER SERVICES	Adversary	19-00200
XEROX CORPORATION	Adversary	19-00218

EXHIBIT B

SCHEDULE OF AFFIRMATIVE RECOVERY ACTIONS

To Be Inserted

EXHIBIT C

SCHEDULE OF INVALIDITY ACTIONS

Invalidity Actions

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. Jefferies LLC, Adv. Proc. No. 19-00281

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. BNY Mellon/POP Sec, Adv. Proc. No. 19-00282

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. First Southwest Co., Adv. Proc. No. 19-00283

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. Defendants 1E-59E, Adv. Proc. No. 19-00284

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. Defendants 1A-100A, Adv. Proc. No. 19-00285

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. Defendants 1B-100B, Adv. Proc. No. 19-00286

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. Defendants 1C-53C, Adv. Proc. No. 19-00287

The Special Claims Comm. Of the Fin. Oversight and Mgmt Board of for Puerto Rico and the Official Comm. of Unsecured Creditors of the Commonwealth of Puerto Rico v. Defendants 1D-73D, Adv. Proc. No. 19-00288

EXHIBIT D

SCHEDULE OF LIEN CHALLENGE ACTIONS

Lien Challenge Actions

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Autonomy Master Fund Ltd., Adv. Proc. No. 19-00291

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Cooperativa de Ahorro t Credito de Rincon, Adv. Proc. No. 19-00292

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Ortiz de la Renta, Adv. Proc. No. 19-00293

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Martinez Sanchez, Adv. Proc. No. 19-00294

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Valdivieso, Adv. Proc. No. 19-00295

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Friedman, Adv. Proc. No. 19-00296

The Financial Oversight and Management Board of Puerto Rico, as Representative of Commonwealth of Puerto Rico, et al., and the Official Committee of Unsecured Creditors of All Title III Debtors (Other Than COFINA) v. Blackrock Fin. Mgmt., Adv. Proc. No. 19-00297

EXHIBIT E

MODIFICATIONS TO JRS LEGISLATION

MODIFICATIONS FOR JRS CLAIMS

The following is a summary of modifications with respect to outstanding benefits of the Judiciary Retirement System for the Commonwealth of Puerto Rico (“JRS”) as it applies to judges serving without a fixed tenure.

JRS members hired (a) prior to July 1, 2014 are currently accruing benefits under a defined benefit (“DB”) formula and (b) on or after July 1, 2014 are currently accruing benefits pursuant to an alternative DB formula and paired with a hybrid defined contribution (“DC”) formula. To avoid creating future pension liabilities and to stabilize the system for the benefit of both taxpayers and future retirees, the JRS plan benefit accrual shall be modified. In doing so, JRS members will retain the benefits they have accrued up to and including the Effective Date, as defined in the Plan; provided, however, that benefits accrued up to and including May 3, 2017 shall be subject to the Monthly Benefit Modification pursuant to the Plan. Benefits accrued from and after the Effective Date shall be based on contributions and earnings in new segregated DC retirement accounts funded by employee contributions. As a result, employees will have the certainty that their contributions and investment returns will be safeguarded for the future, ensuring retirement security.

Definitions	
Pension System	The terms of this document and references to Pension System pertain to the freeze of pension obligations of JRS members.
Retirement Eligibility Age	The age at which a member may commence receipt of a monthly pension benefit.
Freeze Date	The Effective Date.
Retirement Benefit	The amount of benefit payable to a JRS member each month.
Creditable Service	For purposes of calculating Creditable Service, the years and months (where fractional months are counted as full months of service) begin on the Credit Date. Years and months worked after the effective date of the freeze will not be considered except as noted below under “Provisions of the Proposal.”
Credit Date	The Credit Date for JRS members with less than eight (8) years of Creditable Service as a judge as of the effective date of the freeze, or for those hired on or after July 1, 2014, is the date of appointment as a judge, and for all other JRS members shall be the date first employed by the Government of Puerto Rico (provided that accumulated contributions for prior government service are transferred to the Pension System).

Definitions	
Highest Salary	The highest salary received as a judge. Compensation earned after the effective date of the freeze will not be considered. (Applicable for JRS members hired prior to July 1, 2014)
Average Compensation	The average of the last sixty (60) months of salary that a JRS member has received for Creditable Service. (Applicable for JRS members hired on or after July 1, 2014)
Defined Contribution Account	The notional individual account established for each new JRS member on or after July 1, 2014. Such accounts shall be credited with JRS member contributions and interest. New accounts will be established effective as of the Effective Date for JRS members hired prior to July 1, 2014, in connection with the freeze of the JRS pension.
Basic Retirement Eligibility Age	Age at which the JRS member attains age sixty (60) and ten (10) years of Creditable Service. (Applicable for JRS members hired prior to July 1, 2014)
Optional Retirement Eligibility Age	<p>For judges with at least eight (8) years of Creditable Service as a judge, the attainment of either:</p> <ul style="list-style-type: none"> a. Thirty (30) years of total Creditable Service, or b. Age fifty-five (55) with eighty-two (82) combined years of age plus Creditable Service (“Points”) <p>(Applicable for JRS members hired prior to July 1, 2014)</p>

Timing	
Pension Freeze	JRS pension benefit accrual freeze becomes effective as of the Effective Date.
Implementation	The freeze in the benefit amount described below will apply to benefits that would have been earned under and paid by the plan on or after the Freeze Date, also subject to the Monthly Benefit Modification set forth in the Plan.

Provisions of the Modification	
Freeze of Benefit Accruals and	Accrued benefits frozen as of freeze date. New DC account balances shall be funded with employee contributions to be established in

Provisions of the Modification	
Implementation of DC Account	connection with the freeze. The total required employee contribution for each judge will remain at the current contribution levels.
Retirement Eligibility Enhancement If Within Six (6) Months of Unreduced Retirement Eligibility	For JRS members hired prior to July 1, 2014, if not already eligible for retirement as of the freeze, JRS members hired prior to July 1, 2014 will be permitted to grow into eligibility for retirement provided the JRS member reaches any of the following within six (6) months of the Freeze Date: a. Basic Retirement Eligibility Age, b. Optional Retirement Eligibility Age, or c. Attainment of 20 years of creditable service
Delay in Retirement Eligibility for All Others	For individuals hired prior to July 1, 2014 who do not meet the criteria listed above, retirement eligibility is delayed up to three (3) years. Retirement is also delayed for terminated JRS members that have not yet commenced.
Elimination of Cost-of-Living Adjustment (COLA)	The statutory three percent (3%) COLA which has been granted every three (3) years since 2002 will be eliminated for all JRS members effective as of the Freeze Date.
Elimination of Bonuses	Christmas, Summer and Medicine bonus will no longer be paid to JRS members who retire after the freeze date. Further, the Medical Insurance Plan contribution will also be eliminated for retirements taken after the freeze date.
Elimination of Enhanced Disability Benefits	JRS members terminating due to disability on or after the Freeze Date will be eligible for the same benefits as other terminated JRS members.
Elimination of Occupational and One Year of Salary Death Benefits for Future in-Service Deaths	Terminations due to death would be eligible for a refund of accumulated contributions.
Elimination of Free Post-Retirement Death Benefit	The normal form of payment for annuity benefit provided for future retirements will be a single life annuity. JRS members will be able to elect a joint and survivor benefit that will be the actuarial equivalent benefit to the normal form of payment.

More detailed provisions of the Modifications

Specific Implications on Retirement Eligibility Age if Hired Prior to July 1, 2014

A. JRS members who are eligible to retire prior to the Freeze Date will continue to be eligible to retire at any time.

B. JRS members who would attain either any of the following on or prior to the date that is six (6) months following the Freeze Date had service continued to accrue past the freeze date will continue to be eligible to retire at any time:

- a. Basic Retirement Eligibility Age
- b. Optional Retirement Eligibility Age
- c. Attainment of 20 years of Creditable Service

C. JRS members who are not eligible to retire as of the Freeze Date and will not meet the criterion listed in B. above as of six (6) months after the Freeze Date will be eligible to retire upon the date the JRS member would have attained ten (10) years of Creditable Service had the freeze not occurred and reaching the ages shown in the following table:

Attained Age as of the Freeze Date	Retirement Eligibility Age Six Months After the Freeze Date
57 and up	61
56	62
55 or under	63

Specific Implications on Retirement Benefit if Hired Prior to July 1, 2014

Retirements on or before the date that is six (6) months following the Freeze Date:

A. If a JRS member attains the Optional Retirement Eligibility Age, the benefit payable will be equal to seventy-five percent (75%) of Highest Salary (sixty percent (60%) of Highest Salary if hired after December 24, 2013).

B. If a JRS member attains the Basic Retirement Eligibility Age, but has not yet attained the Optional Retirement Eligibility Age, the benefit payable share equals twenty-five percent (25%) of Highest Salary, plus five percent (5%) of Highest Salary for each year of Creditable Service above ten (10) with a maximum of seventy-five percent (75%) of Highest Salary (sixty percent (60%) of highest salary if hired after December 24, 2013).

C. If a JRS member has attained age seventy (70) with fewer than ten (10) years of Creditable Service at retirement, the benefit payable is twenty-five percent (25%) of Highest Salary, pro-rated for each year of Creditable Service less than ten (10).

More detailed provisions of the Modifications

D. If a JRS member has attained at least twenty (20) years of Creditable Service, but has not attained either the Basic Retirement Eligibility Age or the Optional Retirement Eligibility Age, the benefit payable is twenty-five percent (25%) of Highest Salary, plus five percent (5%) of Highest Salary for each year of Creditable Service above ten (10) with a maximum of seventy-five percent (75%) of Highest Salary sixty percent (60%) of highest salary if hired after December 24, 2013), actuarially reduced to current retirement age from the earlier of the date the JRS member would have attained either age sixty (60) or the Optional Retirement Eligibility age based on their service at retirement.

Retirements after Six Months After the Freeze Date:

A. If a JRS member has attained Optional Retirement Eligibility as of the Freeze Date (or would have attained Optional Retirement Eligibility by the date that is six (6) months after the Freeze Date), the benefit payable equals seventy-five percent (75%) of Highest Salary (sixty percent (60%) of highest salary if hired after December 24, 2013).

B. If a JRS member has attained Basic Retirement Eligibility as of the Freeze Date (or would have attained Basic Retirement Eligibility as of [December 31, 2019]), the benefit payable equals twenty-five percent (25%) of Highest Salary, plus five percent (5%) of Highest Salary for each year of Creditable Service above ten (10) with a maximum of seventy-five percent (75%) of Highest Salary (sixty percent (60%) of highest salary if hired after December 24, 2013).

C. If a JRS member has attained at least twenty (20) years of Creditable Service as of the Freeze Date (or would have attained at least twenty (20) years of Creditable Service as of [December 31, 2019]) and the JRS member has attained at least seven and one-half years (7.5) of Creditable Service as a judge on the Freeze Date, the benefit payable equals seventy five percent (75%) of Highest Salary (sixty percent (60%) of highest salary if hired after December 24, 2013) actuarially reduced to the benefit commencement date from the earlier of the date the JRS member would have attained either age sixty (60) and the Optional Retirement Eligibility Age based on their service as of the Freeze Date.

D. If a JRS member has attained at least twenty (20) years of Creditable Service as of the Freeze Date (or would have attained at least twenty (20) years of Creditable Service as of [December 31, 2019]) and the JRS member has not attained at least seven and one-half years (7.5) of Creditable Service as a judge on the Freeze Date, the benefit payable equals seventy-five percent (75%) of Highest Salary (sixty percent (60%)

More detailed provisions of the Modifications	
	<p>of highest salary if hired after December 24, 2013) actuarially reduced to the benefit commencement date from age sixty (60).</p> <p>E. If a JRS member has attained at least ten (10) years of Creditable Service as of the Freeze Date and would not have attained at least twenty (20) years of Creditable Service as of [December 31, 2019], the benefit payable equals twenty-five percent (25%) of Highest Salary, plus five percent (5%) of Highest Salary for each year of Creditable Service above ten (10) with a maximum of seventy-five percent (75%) of Highest Salary (sixty percent (60%) of highest salary if hired after December 24, 2013).</p> <p>F. If a JRS member has not attained at least ten (10) years of Creditable Service at the Freeze Date, and retires after the date the participant would have earned ten (10) years of service had the freeze not occurred the benefit payable equals twenty-five percent (25%) of Highest Salary, pro-rated for each year of Creditable Service less than ten (10).</p>
Specific Implications on Retirement Eligibility Age if Hired on or After July 1, 2014	<p>A. JRS members that are eligible to retire or would have been eligible to retire prior to the date six (6) months after the Freeze Date will remain eligible to retire at any time. Current eligibility is attainment of age fifty-five (55) with twelve (12) years of Creditable Service.</p> <p>B. JRS members who would not meet retirement eligibility by the date six (6) months after the Freeze Date will become retirement eligible upon attainment of age sixty-five (65) with twelve (12) years of Creditable Service.</p>
Specific Implications on Retirement Benefit Amount if Hired on or After July 1, 2014	<p>A. JRS members will continue to receive a benefit of one and one-half percent (1.5%) of Average Compensation plus the annuitized value of the balance of the DC Hybrid Account at the time of retirement.</p> <p>B. JRS members who would have attained retirement eligibility prior to the date six (6) months after the Freeze Date and who have not yet attained age sixty (60) will receive a benefit of one and one-half percent (1.5%) of Average Compensation reduced by 1/180 for each of the first sixty months (60) months and by 1/360 for each of the next sixty (60) months by which the retirement date precedes age sixty-five (65), plus the annuitized value of the DC Hybrid Account.</p>

EXHIBIT F

MODIFICATIONS TO TRS LEGISLATION

MODIFICATIONS FOR FREEZE OF TRS BENEFIT OBLIGATIONS¹

The following is a summary of modifications with respect to a freeze of pension benefits accrued under the TRS.

TRS members hired prior to August 1, 2014, are currently accruing benefits under a defined benefit (“DB”) formula. To avoid creating future pension liabilities and to stabilize the system for the benefit of both taxpayers and future retirees, the TRS plan benefit accrual shall be frozen as of the Effective Date of the Plan (the “Freeze Date”). Such freeze shall apply to all members of TRS, regardless of title or job classification. TRS members will retain the benefits they have accrued to date, subject to the Monthly Benefit Modification formula set forth in the Plan. Future benefits shall be based on contributions and earnings in new segregated defined contribution (“DC”) retirement accounts funded by employee contributions. As a result, employees will have the certainty that their contributions and investment returns will be safeguarded for the future, ensuring retirement security.

Definitions	
Pension System	The terms of this document and references to Pension System pertain to the freeze of pension obligations of TRS members.
Retirement Eligibility Age	The age at which a member may commence receipt of a monthly pension benefit.
Retirement Benefit	The amount of benefit payable to a member each month.
Creditable Service	The years and months of plan participation, during which contributions have been made, beginning on the date of the first original appointment for rendering services. For purposes of calculating Creditable Service, fifteen (15) calendar days of a school year month shall be equal to one (1) calendar month worked during the school year for teachers; and twenty-one (21) calendar days of a month shall be equal to one (1) calendar month worked for all other members. Days and months worked after the effective date of the freeze will not be considered except as noted below under “Provisions of the Proposal.”
Average Compensation	The average of the thirty-six (36) highest months of compensation that the member has received for Creditable Service. Compensation earned after the effective date of the freeze will not be considered.
Defined Contribution Account	The notional individual account established for each new member as of August 1, 2014, and later. Such accounts are credited with member contributions and interest and have been segregated into Act 106 Defined Contribution accounts as of June 2020. New accounts will be

¹ Milliman actuarial valuation report as of June 30, 2017, using July 1, 2016, Census data collection, which is the latest dataset currently available. If a new dataset from 2017 or 2018 becomes available, the values will be updated accordingly.

Definitions	
	established as soon as administratively feasible and effective after the Freeze Date for members hired prior to August 1, 2014, in connection with the freeze of the DB formula.

Timing	
Pension Freeze	TRS pension benefit accrual freeze shall become effective on the Freeze Date.
Pension Benefits Date	The data set used to calculate the freeze of pension benefits required is based on the July 1, 2016, retiree dataset provided by the Pension Systems, which is the latest dataset currently available. [If a new dataset from 2017 or 2018 becomes available, the values will be updated accordingly.]
Implementation	The freeze in the benefit amount described below will apply to benefits that would have been earned under and paid by the plan on or after the Freeze Date also subject to the Monthly Benefit Modification formula set forth in the Plan.

Provisions of the Modification	
Freeze of Benefit Accruals and Implementation of DC Account	Accrued benefit frozen as of Freeze Date, as noted below. New DC account balances to be funded with employee contributions will be established in connection with the freeze. The minimum employee contribution shall be 8.5%, as defined by Article 3.4 of Act 106-2017, adjusted for any withholdings for Social Security, if applicable.
Delay in Retirement Eligibility for all Others	For members hired prior to August 1, 2014, who are not eligible for retirement at the freeze date, retirement eligibility is delayed three (3) years. Retirement is also delayed for terminated members that have not yet commenced.
Elimination of Minimum Benefit	The \$400 monthly minimum benefit for members hired before August 1, 2014, will be eliminated for members retiring on or after the Freeze Date.
Elimination of Service Purchase	Active members hired prior to August 1, 2014, with eligible service from prior employment have been able elect to purchase service in TRS. This has been accomplished via transfer of assets or through contributions payable by the member. This provision will eliminate future service purchases on or after the Freeze Date.

Provisions of the Modification	
Elimination of Enhanced Disability Benefits	Active members hired prior to August 1, 2014 who terminate employment due to disability have been able to receive an immediate monthly benefit equal to the unreduced accrued benefit of 1.8% of Average Compensation per year of Creditable Service. Terminations due to disability on or after the Freeze Date will be eligible for the same benefits as other terminated participants (i.e., deferred retirement benefits without enhancement).
Suspension of Benefits	Retirees from TRS who are in receipt of pension benefits that return to the Department of Education or a charter school as a teacher will have their pension benefits suspended during their reemployment.
Defined Contribution Transfer from Prior Plans	After the Freeze Date, active new hires with pension benefits eligible for rollover from a previous employer will be eligible to transfer these amounts to their DC account, either as a single transfer upon enrolling in the plan or through an initial election defer compensation through payroll, subject to tax considerations.

More Detailed Provisions of the Modification	
Specific Implications on Retirement Eligibility Age if Hired Prior to August 1, 2014	<p>A. Members who meet the following age and service combinations prior to the Freeze Date, will continue to be eligible to retire at any time:</p> <ul style="list-style-type: none"> a. At least age 60 with at least ten (10) years of Creditable Service b. At least age 47 with at least twenty-five (25) years of Creditable Service <p>B. Members who are not eligible to retire as of the Freeze Date, will be eligible to retire upon attaining ten (10) years of Creditable Service and reaching the age 63.</p>
Specific Implications on Retirement Benefit if Hired Prior to August 1, 2014	<p>Retirements on or after the Freeze Date:</p> <p>Minimum benefits will no longer apply to future retirees.</p> <p>The freeze also eliminates accelerated payment of benefits due to future disabilities and the ability to purchase additional service.</p> <p>A. If a member is at least age 50 and has attained at least thirty (30) years of Creditable Service as of the Freeze Date, the accrued benefit equals seventy-five percent (75%) of Average Compensation as of the Freeze Date.</p>

More Detailed Provisions of the Modification	
	<p>B. If a member is under age 50 and has attained at least thirty (30) years of Creditable Service as of the Freeze Date, the accrued benefit equals sixty-five percent (65%) of Average Compensation as of the Freeze Date.</p> <p>C. If a member is at least age 50 as of the Freeze Date and does not attain at least thirty (30) years of Creditable Service as of the Freeze Date, the accrued benefit equals 1.8 percent of Average Compensation as of [the Freeze Date multiplied by years of Creditable Service as of the Freeze Date.</p> <p>D. If a member is under age 50 as of the Freeze Date and does not attain at least 30 years of Creditable Service as of the Freeze Date, the accrued benefit equals ninety-five percent (95%) of 1.8 percent of Average Compensation as of the Freeze Date multiplied by years of Creditable Service as of the Freeze Date.</p>
Implications if Hired on or After August 1, 2014	<p>There will be no change to Retirement Eligibility for members hired on or after August 1, 2014. Retirement Eligibility remains age 62 with five (5) years of Creditable Service.</p> <p>The Retirement Benefit will be based on the value of the Defined Contribution Account as of the Freeze Date.</p> <p>A. If the value of the Account is less than \$10,000, a lump sum is payable.</p> <p>B. If the value of the Account is \$10,000 or more, the Account is converted to a monthly annuity payable for the lifetime of the member.</p>

Miscellaneous	
Social Security	<p>The Oversight Board and Government will take appropriate actions to provide that all members hired after the Freeze Date and all teachers under the age of 45 as of the Freeze Date will be enrolled in Social Security on a mandatory basis and all teachers 45 and older may choose to be enrolled in Social Security on a voluntary basis and will use reasonable efforts to provide that such enrollment in Social Security for such members will be effective as of the Freeze Date or as soon as practicable thereafter. Enrollment in Social Security is defined as the remittance of employee and employer Social Security payroll taxes such that they are reported and creditable to Social Security. AFT, AMPR and AMPR-LS will take appropriate actions to support efforts by the Commonwealth and its agents to enroll in Social Security within sixty</p>

Miscellaneous	
	(60) days of the Effective Date all members who are eligible to accrue Social Security credits.
Law 160	For the avoidance of doubt, any contributions made to Law 160 accounts will not be subject to any pension benefit cut.

EXHIBIT G

SUMMARY TERMS OF AFSCME COLLECTIVE BARGAINING AGREEMENT

MODIFICATIONS TO AFSCME COLLECTIVE BARGAINING AGREEMENTS

The following is a summary of agreed upon modifications to the collective bargaining agreements (collectively, the “AFSCME CBAs”) between AFSCME and the Commonwealth. Provisions of existing AFSCME CBAs not in conflict with terms and conditions set forth below shall remain unchanged and remain in full force and effect in the new AFSCME CBAs. Only those AFSCME CBAs listed below shall be modified at this time.

Definitions	
Administration	The management for the division (agency/grouping) in which the employee is assigned.
Department	The division (agency/grouping) in which the employee is assigned.
Union Affiliates	<ul style="list-style-type: none"> ▪ Parole Board and Local 3584 / United Public Servants ▪ Department of Consumer Affairs and Local 3986 / United Public Servants ▪ Department of Correction and Rehabilitation and Local 3500-Unit B Correctional Officers (ACU) / United Public Servants ▪ Department of Correction and Rehabilitation / Bureau of Juvenile Institutions and Local 3559 (ACU) / United Public Servants ▪ Department of Education and Local 3840 covering only employees within the AFSCME jurisdiction of PASO ▪ Department of Natural and Environmental Resources and Local 2082-Unit A / United Public Servants ▪ Department of Natural and Environmental Resources and Local 3647 (Ranger Corps) / United Public Servants ▪ Department of Transportation and Public Works and Local 3889 / United Public Servants ▪ Department of Labor and Human Resources / Vocational Rehabilitation Administration and Local 3251 / United Public Servants ▪ Department of the Family and Local 3227-Unit A / United Public Servants ▪ Department of the Family and Local 3234-Unit B (UPETEC) / United Public Servants ▪ Bureau of Forensic Sciences and Local 2099 / United Public Servants ▪ Department of Correction and Rehabilitation / Pretrial Services Program and Local 3573 (ACU) / United Public Servants ▪ Bureau of Transport and Other Public Services and Local 3897 / United Public Servants

Timing	
Terms	Five (5) year CBAs effective as of the effective date of the Commonwealth Plan.
Implementation	The Plan.

More detailed provisions of the proposal	
Terminations / Layoffs	<p>Section 1 In order to avoid the involuntary layoff of personnel and to give personnel adequate notice of reassignments or relocations, the Union and the Oversight Board agree to discuss modifying the regulations implementing Act 8-2017 with the Government.</p> <p>Section 2 In the event that the Administration needs to carry out downsizing of personnel (layoffs) to comply with the provisions of the approved Fiscal Plan, the parties agree to the following:</p> <p>A. Temporary Suspension. The immediate commencement of the layoff plan will entail the automatic suspension of any clause, precept and/or provision applicable to employees and/or positions covered by this agreement, contained in laws, collective bargaining agreements, agreements, supplementary agreements, policies, employment handbooks, circulars, contract letters, certifications, regulations, rules and conditions of employment, regulatory letters, classification plans and/or retribution plans that conflict with this Article</p> <p>The suspension of the clauses and provisions provided herein will be for a term of five (5) years, and the Administration may reduce this period after the Oversight Board certifies compliance with the objectives of the Administration and/or Department's Fiscal Plan.</p> <p>B. Reassignment and Relocation. The Administration may implement any reassignment of positions and relocation of personnel when its budgetary interests so require to avoid layoffs. If reassignments and/or relocations are necessary and budgetary feasible, the Administration shall reassign/relocate the most qualified volunteer(s) who would otherwise be subject to layoff. If there are insufficient qualified volunteers, the least senior qualified employee will be involuntary reassigned/relocated. An employee who has been involuntarily relocated because her/his position has been eliminated may request the position she/he previously held, if the Administration creates it again within the term of two (2) years following the relocation. The employee must make the corresponding request to the Human Resources Division. Seniority shall be the determining criteria to the extent that the position is requested by more than one relocated employee. This provision shall establish the order of voluntary and involuntary employee reassignment, relocation and mobility but shall not be interpreted</p>

More detailed provisions of the proposal	
	<p>as a limitation to the Administration's right to implement mobility plans pursuant to Act 8-2017.</p> <p>C. Layoffs.</p> <p>a. In view of the state of fiscal emergency, the scarcity of fiscal resources, the gravity of the problems that the Administration faces, and the urgency required to correct the fiscal problems, it is exempted from exhausting measures such as retraining employees, the enjoyment of accrued vacations, the enjoyment of unpaid leave, a reduction in work hours, or demotions, prior to implementing the layoffs.</p> <p>b. The Administration will notify in the first place the termination to all employees of the appropriate unit who as of the date of effectiveness of this Agreement have a temporary or irregular appointment, so that it will not be necessary to observe, with respect to these employees, the criterion of seniority. The notification will be made by hand delivery or by certified mail, return receipt requested, to the address that appears in the Administration's files.</p> <p>c. The layoffs of employees with permanent or career appointment will be carried out observing exclusively the criterion of seniority by occupational classification affected by the layoff and consonant with the need to ensure the continuity and quality of Administration services, so that those who have less seniority in each affected occupational classification will be laid off in the first place.</p> <p>d. In order to determine the seniority of affected employees, all of the services provided by the employees affected in the public service will be considered, regardless of the provisions of the collective bargaining agreements, regulations, circulars, and other normative documents.</p> <p>e. The Administration will notify the layoffs at least thirty (30) calendar days in advance of the date of effectiveness, through written communication addressed to the employee and to the Union, indicating the date of effectiveness thereof.</p> <p>f. The affected employee and Union may request a review of the final determination made by the Administration, only as to their seniority and the occupational classification, within a period no greater than thirty (30) calendar days from receipt of the notification from the Administration.</p>
Healthcare plan / Medical services	<p>Section 1 The Administration shall cover the cost of Basic Coverage, equal to \$170.00 per month or such greater amount that the Administration may lawfully authorize, including Pharmacy services and all employees, regardless of marital status or relationship, shall be entitled to the</p>

More detailed provisions of the proposal

contribution. The Administration shall recognize a single employer contribution per employee.

Section 2 Employees have opted for syndication and shall be entitled to have an exclusive representative negotiate on their behalf regarding all matters concerning health benefits and the contracting of a health plan. The exclusive representative shall designate a Health Plans Evaluating Committee to represent the different sectors and interests of the members. Such committee shall be responsible for the analysis and evaluation of all health plans in the market in order to select those that offer the lowest and most reasonable premiums, the best coverage and health services benefits and the best medication coverage.

Section 3 The exclusive representative shall call the members to an Assembly in which he/she shall present the health plans selected by the Committee, so that the Assembly, by the express vote of the majority constituting quorum to such effects, selected the health plan that better suits its needs. Once the health plan has been selected in a legally convened Assembly, it shall be compulsory for all the members represented by said exclusive representative, except as provided by Act 95-1963, as amended.

Holidays

Section 1 Holidays shall include all twenty-four (24) hours, after midnight, of the calendar day in question.

Section 2 The Administration recognizes that the days listed below shall be paid holidays for employees covered by the AFSCME CBAs; provided, however, that the Administration shall have the right to assign work to the members of the Appropriate Unit in any of them, when the need for service so requires. The time worked shall be compensated in time and a half (1½) of the time worked. On years where general elections shall be held, Election Day shall be considered as included among the holidays listed below.

	Date	Holiday
1	January 1st	New Year's Day
2	January 6th	Three Kings' Day
3	Third Monday of January	Dr. Martin Luther King Day
4	Third Monday of February	George Washington / Presidents' Day
5	March 2nd	American Citizenship Day
6	March 22nd	Abolition of Slavery Day
7	Movable	Good Friday

More detailed provisions of the proposal

	8	Last Monday of May	Memorial Day
	9	July 4th	Independence Day
	10	First Monday of September	Labor Day
	11	October 12th	Race Day (Discovery of America)
	12	November 11th	Veteran's Day
	13	November 19th	Discovery of Puerto Rico
	14	Fourth Thursday of November	Thanksgiving
	15	December 25th	Christmas
<p>Section 3 The Administration recognizes that holidays that fall on a Sunday shall be enjoyed during the next day and holidays that fall on a Saturday shall be enjoyed on the previous business day.</p> <p>Section 4 Days or half days that by proclamations of the Governor of Puerto Rico or the President of the United States are declared as holidays to be observed in Puerto Rico, shall also be considered paid holidays and included as part of the previous list, as long as they are not discounted from ordinary leave.</p>			
Sick leave	<p>Section 1 All members of the Appropriate Unit covered by the AFSCME CBAs, which were hired prior to February 4, 2017 shall have the right to accrue sick leave at the rate of one and a half days (1½) for each month of service. Members hired on or after February 4, 2017 shall accrue at the rate of one (1) day for each month of service.</p> <p>Section 2 Sick leave may be accrued up to a maximum of ninety (90) business days at the end of each calendar year. Accrual shall commence once the employee has provided services for a period of three (3) months, and will be effective retroactively until the date when the employee began in the public service.</p> <p>Section 3 Accrued sick leave days that have not been enjoyed shall not be liquidated in any way.</p> <p>Section 4 Sick leave shall be used:</p> <p>A. When the employee is sick, physically or mentally incapacitated, or exposed to a contagious disease which requires his/her absence from work to protect his/her or other persons' health.</p>		

More detailed provisions of the proposal

B. A maximum of five (5) days a year may also be used for the following, provided that the employee has accrued a minimum balance of twelve (12) days:

a. The care and attention of his/her sick children.

b. Management of sick, elderly or disabled persons within his/her familial nucleus, within the fourth degree of consanguinity, second of affinity, persons that live within the same household, persons over which employee has legal custody or guardianship.

c. First appearance of any petitioner, victim or complainant before the Department, Agency, Corporation or Public Instrumentality of the Commonwealth of Puerto Rico, in matters regarding alimonies, domestic violence, sexual harassment in the workplace or gender-based discrimination.

C. The employee shall present evidence issued by the competent authority which credits such appearance.

D. For the purposes of this Section, the following definitions shall apply:

a. "Elderly person": any person sixty (60) years or older.

b. "Person with disabilities": any person with a physical, mental or sensory disability that substantially limits one (1) or more essential activities in his/her life.

Section 5 Only in sickness absences for more than three (3) consecutive days shall the employee submit a medical certificate justifying such absences. Notwithstanding, the employee or any of his/her relatives must notify his/her immediate supervisor of his absence. This shall be applied or interpreted in a manner consistent with the Americans with Disabilities Act, better known as ADA, the Family Medical Leave Act of 1993, or any other applicable law.

Section 6 In the event that the employee exhausts his/her sick leave and remains ill, he/she may use the leave he/she has accrued, in accordance with the provisions of this Collective Agreement.

Section 7 Sick leave charges shall be made on the basis of the working day's daily work assigned to the employee, it being understood that it shall not be charged for days off in cases where the employee works rotating shifts or for holidays.

Section 8 When a member of the Appropriate Unit covered by the AFSCME CBAs is using his / her sick leave, he / she shall be entitled to

More detailed provisions of the proposal	
	<p>the accrual of regular and sick leave for the time that he / she is enjoying sick leave, as long as he / she is reinstated to his / her job once such enjoyment is finished.</p> <p>Section 9 The Administration may advance sick leave up to a maximum of eighteen (18) working days, to any member of the Appropriate Unit covered by these CBAs which requests it by presenting proper justification. He/she must have worked for the Administration for one (1) year or more. Advanced leave may only be granted after the accrued sick and regular leave have been exhausted.</p> <p>Section 10</p> <p>A. Leave for Parents with Children with Physical and / or Mental Disabilities. In an effort to project itself as an exemplary agency in the treatment of persons with disabilities, the Administration will authorize as official time one (1) day per month to the parents of children with disabilities in order for them to take their children to their appointments and treatments. The parents must notify the date of the appointment or treatment as soon as they become aware of it and in turn must provide a certificate from the health and / or therapeutic services provider of the minor who officially classifies him/her as a person with disabilities.</p> <p>They must also submit a medical certificate that proves that the employee accompanied their child to the appointment or medical treatment. In case both parents or custodians are members of the Appropriate Unit, the license shall be shared between both, in the way that they prefer to do it.</p> <p>B. Leave for Elderly Persons. In the same way, the Administration shall authorize that this same day can be used for appointments and treatments for Elderly Persons. The person in charge must notify the date of the appointment or treatment as soon as he / she becomes aware. The employee in turn must provide a certificate of birth of the elderly person evidencing that he / she is sixty (60) years or more. They must comply with Section 11's provisions.</p> <p>Section 11 The Administration shall authorize the father or mother of children to stay with them when they are hospitalized. The father or mother must submit evidence of the hospitalization and the duration of the hospitalization. The Administration shall authorize that the days that the employee takes to take care of his / her sick child are discounted from his / her sick leave. An employee that requests this leave must have an accrued sick leave balance of fifteen (15) or more days.</p>
Vacation Leave	<p>Section 1 All members of the Appropriate Unit covered by the AFSCME CBAs shall have the right to accrue regular vacation leave at the rate of</p>

More detailed provisions of the proposal

one and a quarter (1¼) days for each month of service. Employees with reduced or part-time regular working hours will accumulate vacation leave proportionally to the number of hours they regularly provide service in. Accrual shall commence once the employee has provided services for a period of three (3) months, and will be effective retroactively until the date when the employee began in the public service.

Section 2 Regular vacation leave shall be accrued up to a maximum of sixty (60) business days at the end of each calendar year.

Section 3 Every employee shall have the right to enjoy his accrued vacation leave for a period of fifteen (15) business days during each calendar year, of which no less than ten (10) days shall be consecutive. By agreement between the Director and / or Supervisor and the employee, he may be granted periods of less than ten (10) business vacation days, but never less than five (5) days.

Employees, who, due to the need for service and at the request of the Administration, cannot enjoy their vacation leave during a specific calendar year, shall be exempt from this provision. In this case, the Department is required to make the necessary adjustments so that the employee is able to enjoy at least leave accrued in excess of the sixty (60)-day limit at the earliest date possible within the first three (3) months of the following calendar year.

Section 4 The enjoyment of regular vacation leave shall not be interrupted nor rescheduled for any member of the Appropriate Unit covered by these CBAs. The only exceptions are clear and unavoidable emergencies related to the need for the service. The Administration shall replenish the time used by the employee.

Section 5 The Administration shall formulate a Vacation Plan each calendar year, according to the need of service and in coordination with the employees of the Appropriate Unit covered by this Collective Agreement and their respective supervisors, which establishes the period (s) within of which each employee shall enjoy their vacations. The Plan must be established by December 31st of each year so that it becomes effective the first (1st) of January of each year. Both parties agree to comply with the Plan. By agreement between the Director and / or Supervisor and the employee, he / she may enjoy a maximum of two (2) vacation periods per calendar year.

Section 6 The Administration shall formulate and administer the Vacation Plan harmonizing the observations, recommendations and preferences of the employees with the needs of service, so that they do not lose their

More detailed provisions of the proposal

vacation leave at the end of the calendar year and enjoy their regular vacation leave annually without affecting the service.

If there is a conflict between two (2) or more employees regarding the date to take vacations, the Director and / or Supervisor shall determine, according to the need of service, which employee shall leave first. In case the only conflict is that both chose the same date and cannot leave at the same time, the employee with the most seniority will leave first and from then on it will be done alternately.

Section 7 The Administration shall inform the accrued vacation leave balance to all Appropriate Unit members covered by these CBAs, a total of three (3) times a year. In case of any calculation error, the information may be corrected at the initiative of any of the Parties. Any request for review by the employee must be made in writing within fifteen (15) working days before the Director of the Human Resources Division of the Administration. The Director shall have fifteen (15) working days to answer the request. If the employee is not satisfied, he/she may use the Complaint and Grievance Procedure established in this Collective Agreement.

Section 8 The Administration shall evaluate, if so requested by the employee, granting regular leave in excess of fifteen (15) days in a calendar year, up to a maximum of fifty (50) days in any calendar year to those employees who have accrued leave. The employee shall maintain a minimum of five (5) days of regular vacation leave. When granting said leave, the Administration shall consider the needs of service and any other factor established in applicable law.

Section 9 When a member of the Appropriate Unit covered by CBAs is using his / her regular leave, he / she shall be entitled to the accrual of regular and sick leave, for the time that he / she is enjoying said leave, as long as he / she is reinstated to his work when he / she finishes such enjoyment.

Section 10 Due to special circumstances, the Administration may advance regular leave to any member of the Appropriate Unit covered by CBAs who requests it and has worked for the Administration for more than one (1) year, up to a maximum of fifteen (15) work days, provided that the employee shall return to service. The Administration shall evaluate said request according to the needs of service.

Section 11 Any employee who has been granted advanced vacation leave and separates from service, voluntarily or involuntarily, before rendering services for the period needed to accrue the full amount of unearned

More detailed provisions of the proposal	
	<p>advanced leave thus granted shall be required to refund the Government of Puerto Rico any amount paid to him/her for said advanced leave.</p> <p>Section 12 At the option of the Appropriate Unit member covered by CBAs, the payment of regular scheduled vacations shall be effective before beginning to enjoy them. Said request must be submitted forty-five (45) calendar days in advance of the date on which the vacation begins.</p> <p>Section 13 In those cases in which a proclamation or administrative order of the Governor of Puerto Rico is issued, granting official time without charge to vacations, the same shall be applicable to all members of the Appropriate Unit covered by CBAs who are in use of regular leave. When the employee is enjoying his/her regular vacation leave, the period of his/her vacation will be extended for the official time granted.</p> <p>Section 14 Any member of the Appropriate Unit covered by CBAs who becomes ill while enjoying regular leave may request that the period of illness be credited to his / her accrued sick leave. The employee must certify his/her illness in conjunction with his/her request.</p> <p>Section 15 The members of the Appropriate Unit covered by CBAs shall have the right to authorize the Administration to assign five (5) days per month of their accumulated vacation license, in favor of other employees of the agency. It shall be in accordance with the provisions established by Act No. 44 of May 22, 1996, as amended, known as the "Holiday License Assignment Act".</p>
Additional Language for Holidays, Sick and Vacation Leaves	<p>Section 1 For the avoidance of doubt, to the extent there are inconsistencies between this Agreement and the provisions of Act 26-2017 regarding Holidays, Vacation Leave, Sick Leave and other Leaves, the provisions of Act 26 as enacted in 2017 shall apply for the duration of this Agreement. Amendments to Act 26-2017 to improve Holidays, Sick, Vacation and other leaves leave benefits shall be incorporated into this Agreement if lawfully adopted by the Government.</p>
Bonuses	<p>Section 1 To the extent that bonuses not otherwise provided for in CBAs are lawfully provided to similarly situated Commonwealth employees, such more beneficial economic terms shall be provided to AFSCME/SPU bargaining unit employees.</p>
Institutional Representation	<p>Section 1 The Administration will provide for appointment of a Union labor representation board, consisting of four (4) individual members, appointed by the Union to represent labor.</p>

More detailed provisions of the proposal	
	<p>Section 2 The members may be appointed for terms of twelve (12) months, and may be reappointed by the Union.</p> <p>Section 3 The members will meet with representatives of the Oversight Board on an annual basis to discuss and share perspectives on the Commonwealth fiscal plan and budget.</p> <p>Section 4 Annual meetings with representatives of the Oversight Board will be provided for members by allowing members to attend with a half day of paid time off, in addition to their normal vacation time.</p>
Full Agreement	<p>Section 1 The provisions of this term sheet, combined with the most recent CBAs, shall constitute the CBAs commencing on the effective date of the Commonwealth Plan; <u>provided, however</u>, that the provisions of this term sheet control if there is any conflict with the most recent CBAs. For the duration of the Agreement, there shall be no changes in base pay, other compensation, leaves, holidays, or benefits without the express agreement of the Union. In addition, no other changes inconsistent with the terms of the term sheet shall be implemented without the express agreement of the Union. Nothing in this Agreement shall be interpreted in a manner to preclude employees represented by the Union from receiving any benefit that is lawfully granted by the Governor or Administration to other employees of the Government.</p>
Dues Deduction, Charges	<p>Section 1 During the term of these agreements and during any extension thereof, the Department shall deduct from the salary of each bargaining unit employee who authorizes payroll deduction of union dues or payments on a form provided by the union the regular dues that the Union certifies in accordance with its regulations and the applicable provisions of Act 45 as amended. The dues amount shall be reported to the Department by the Union. For such purposes, the Department shall notify the Department of the Treasury of dues charges to be deducted from employees included in the Appropriate Unit within thirty (30) working days from the date on which the Union informs the Department regarding the amount to be deducted.</p> <p>Section 2 The Department shall send a copy to the Union on a monthly basis of the list provided by the Department of the Treasury, reflecting the name of each employee included in the Appropriate Unit, with Social Security number and amount deducted for dues charges.</p> <p>Section 3 The Department shall inform new employees of the right conferred by Act No. 45 as amended at the moment the employee is named to a position included in the Appropriate Unit and shall provide the union with an opportunity to meet with new employees or, at the union's option,</p>

More detailed provisions of the proposal

with a welcome document prepared by the Union in which are explained the rights of union members under Act 45 of February 25, 1998, as amended. The Administration shall not discourage union membership

Section 4 The Department shall have fifteen (15) working days to inform the Union in writing of the name, Social Security number, position, date of employment and salary of newly recruited employees and that come to occupy positions included in the Appropriate Unit.

Section 5 The authorization to deduct membership dues is in effect and irrevocable pursuant to the terms stated on the employee authorization, but employees must be permitted to rescind their authorization prior to any renewal at least annually.

Section 6 In the event the Union ceases to be the exclusive representative of the Appropriate Unit, the deductions withheld from employees for dues shall automatically stop on the date the Union is no longer the exclusive representative.

Section 7 The Department shall resume the deduction of dues for employees whose positions are included in the Appropriate Unit once they return from their unpaid leave and notify the Human Resources Office so that it can make the change in payroll and include said deduction within a period not greater than thirty (30) working days from the employee's return date.

Section 8 In the event the Union requests the deduction of dues and it is determined that the dues are unlawfully set and/or deducted, the Union shall relieve the Department of any liability and make any orderly refund as soon as it is required. If it is determined that the error is attributable to the Department, the Union shall only reimburse what is erroneously deducted and will not be responsible for expenses and fees incurred.

APPENDIX I

PROPOSED TERMS FOR ERS SYSTEM BENEFITS

The following is a summary of indicative terms for the Puerto Rico Government Employees Retirement System (“ERS”) for:

1. System 2000 members;
2. participants who participated exclusively in the Act 3 benefit but not in Act 1 or Act 447 benefit tiers; and
3. Act 3 participants who participated in Act 1 or Act 447 benefit tiers.

These terms do not address benefits earned under Act 1 and Act 447.

Definitions	
Pension System	The Puerto Rico Government Employees Retirement System (ERS).
System 2000 Members	Generally, those members hired on or after January 1, 2000 and on or before June 30, 2013. In addition, for purposes of this Agreement, employees hired on or after July 1, 2013 and on or before June 30, 2017 shall be treated the same as System 2000 members.
Type of Plan	System 2000 and Act 3 plans are contributory, hybrid defined benefit plans.
Effective date of the Plan	The Pension System was established in 1951 by Act 447 to be effective January 1, 1952. The Plan was last amended under Act 3, approved April 4, 2013.
Eligibility for Membership	Members of the ERS and its Instrumentalities include all regular full-time and non-municipal temporary employees who are not contributing to other Retirement Systems (Articles 1-104 and 1-105).
Contributions	Contributions to System 2000 and Act 3 benefits are made exclusively from mandatory employee payroll deductions of 8.275 percent until 2013 and 10 percent of pay thereafter (starting with the passage of Act 3-2013).

Timing	
Effective date	Commonwealth Plan Effective Date.
Implementation	Applies to benefits earned under the Plan on or before June 30, 2017.

Provisions of the proposal

Segregate cash upfront	<p>Segregate full System 2000 contributions from 2000 through 2013 (no reduction), full System 2000 participant Act 3-2013 contributions, and full Act 3 participant (who had not participated in either Act 1 or Act 447) contributions through 2017 (no reduction), with interest through the Commonwealth Petition Date. Roll balances into Defined Contribution accounts currently being set up under Act 106-2017 and invested by default into a target date life-cycle fund. As of the Effective Date, participants with System 2000 contributions from 2000 through 2013, and Act 3-2013 contributions through 2017 who are ineligible for benefits under Act 1 and Act 447 will no longer be entitled to future system administered benefits, such as death and disability provisions, etc.</p> <p>Participants who had not participated in either Act 1 or Act 447 retirement plans and who have already retired and converted their System 2000 or Act 3 contributions to a system paid annuity are not eligible for the treatment described in this section. They will not receive a cash payment and they will be subject to the Monthly Benefit Modification applicable to other retirees.</p>
Exempt from Reduction Formula	<p>Pay up to full accumulated contributions value, with interest up to, but not including, the Commonwealth Petition Date, for all Act 1 and Act 447 contributions made in Act 3 after July 1, 2013 annuitized upon retirement in accordance with applicable law and not subject to any reduction pursuant to the Plan. Act 1 and Act 447 benefits accrued prior to July 1, 2013 remain subject to the Monthly Benefit Modification pursuant to the Plan.</p>

More detailed Provisions of the Proposal as of July 1, 2015

	System 2000			Beneficiaries in payment
	Active members	Retired members	Disabled members	
Count	65,605	273	72	81
Average age	42.7	67.8	54.2	62.5
Average salary	\$24,891			
Average creditable service	9.5			
Average monthly basic system benefit		\$758	\$853	\$997
Average monthly system administered benefit		\$16	\$9	\$8

APPENDIX II

PROPOSED TERMS FOR UPSIDE FISCAL PLAN SURPLUS SHARING AGREEMENT

Below is a summary of proposed indicative terms for AFSCME Upside Fiscal Plan Surplus Sharing Agreement.

Definitions	
Fiscal Plan Surplus Sharing Agreement	Agreement with Unions and Union member participants for each fiscal year of this Agreement to provide participation of Unions on sharing of any excess surplus above and beyond the Certified Fiscal Plan in effect as of the effective date for the Plan of Adjustment for the Commonwealth.
Unions	AFSCME
Union Member Participants	All active Union members and employees in union represented bargaining units on record at the beginning of the fiscal year with continued employment and active status at the time of payment.
Independent Agent	Certified Public Accounting firm licensed to provide accounting services.
Cash Basis	Fiscal Plan surplus calculation will use recorded income and expenses as received or paid.
Excess Cash Surplus Formula	If the Excess Cash Surplus is lower than One Hundred Million Dollars (\$100,000,000.00), no amounts will be distributed. If the Excess Cash Surplus is equal to or greater than One Hundred Million Dollars (\$100,000,000.00) twenty-five percent (25%) of such Excess Cash Surplus will be allocated to the Upside Participation Bonus pool.

Timing	
Implementation	To be aligned with the implementation of proposed changes to CBAs, as well as the overall agreement with AFSCME, currently targeted for the Effective Date.
Annual Measurement	Fiscal Plan surplus to be calculated on a Cash basis no later than September 30 th of each fiscal year by an Independent Agent.
Payment Period	<p>For signing bonus: Payable to Union represented participants upon the Effective Date of the Plan of Adjustment.</p> <p>For Upside Participation Bonus: Payable December 1st to Union represented participants, based upon calculations from the prior period and completed by the Annual Measurement date.</p>

Timing	
	<p>For Support Fee: Payable to Union on the Effective Date of the Commonwealth Plan of Adjustment.</p> <p>For Additional Fee: Payable to Union on the Effective Date of the Commonwealth Plan of Adjustment.</p>
Provisions of the proposal	
Signing Bonus (see Summary of bonuses)	Upon the Effective Date, a one-time signing bonus of Five Hundred Dollars (\$500.00) to each of the Union represented participants.
Upside Participation Bonus	For the term of the CBA, if Excess Cash Surplus formula is met or exceeded, a distribution will be made to all Union represented participants and all other eligible Commonwealth employees designated by the Oversight Board each year from the Upside Participation Bonus pool. All recipients of this Upside Participation Bonus will have the choice to allocate any portion of their Upside Participation Bonus to their Defined Contribution account and any remainder will be distributed in cash.
Support Fee	One-time payment of Five Million Dollars (\$5,000,000.00) to the Union, as compensation for its efforts serving as the lead negotiator of and as a signatory to this Agreement.
Additional Fee	One-time payment of Five Million Dollars (\$5,000,000.00) to the Union, to be disbursed as a cash bonus to its represented participants. Accordingly, the bonuses that Union represented participants are receiving pursuant to this Agreement are a one-time \$1000 bonus (approximate) and any Upside Participation Bonus. In addition, to the extent that similarly situated Commonwealth employees lawfully receive a bonus, such as a Christmas bonus, such more beneficial economic terms shall be provided to AFSCME/SPU bargaining unit employees.
Payment of Pre-petition Arbitration and Grievance Claims	Any distributions under and pursuant to the Plan on account of claims for liquidated damage amounts resulting from the disposition of pre-petition actions brought pursuant to the grievance and arbitration procedures arising under the CBAs between the Commonwealth and AFSCME's local affiliate(s) in Puerto Rico shall be made by the Commonwealth to the claimant in each instance on such date that is the later of (i) 30 days after such disposition or (ii) 60 days after the Effective Date of the Plan.

EXHIBIT H

SCHEDULE OF MED CENTER CLAIMS

Claim Numbers	Facility	Group	Column "A"	Column "B"
27630, 30530, 166265	Centro De Salud Familiar Dr. Julio Palmieri Ferri Claims: 166265 Facility: Arroyo	AMC Group	\$12,639,331.92	\$11,871,346.29
158091	Atlantic Medical Center, Inc. Claims: 158091 Facility: Barceloneta	AMC Group	\$11,518,922.99	\$3,030,376.45
167114	Camuy Health Services, Inc. Claims: 167114 Facility: Camuy	AMC Group	\$31,349,345.60	\$13,470,273.43
146462	Hospital General Castaner, Inc. Claims: 146462 Facility: Castaner	AMC Group	\$5,489,636.26	\$1,506,047.44
137070	Ciales Primary Health Care Services, Inc. Claims: 137070 Facility: Ciales	AMC Group	\$6,155,787.47	\$3,036,743.77
167361	Corporacion De Servicios Medicos De Hatillo Claims: 167361 Facility: Hatillo	AMC Group	\$11,948,076.45	\$4,507,785.17
166254	Centro De Salud De Lares, Inc. Claims: 166254 Facility: Lares	AMC Group	\$28,276,675.12	\$10,296,151.19
158138	Centro De Servicios Primarios De Salud De Patillas Claims: 158138 Facility: Patillas	AMC Group	\$19,497,267.19	\$19,596,454.39
157161	Costa Salud Community Health Center Claims: 157161 Facility: Rincon	AMC Group	\$12,310,505.80	\$5,931,865.47
93971	Rio Grande Community Health Center Claims: 93971 Facility: Rio Grande (1)	AMC Group	\$9,949,732.57	\$1,735,779.32
114996, 176157	Migrant Health Center, Inc. Claims: 114996,176157 Facility: Migrant	Migrant Group	\$17,691,291.17	\$9,772,993.70
98437, 108527	HPM Foundation Inc. Claims: 98437,108527 Facility: Belaval	Morovis Group	\$4,918,873.90	\$(2,405,967.79)
34436, 122862	Corporacion De Servicios De Salud Y Medicina Avanzada Claims: 34436,122862 Facility: Cossma	Morovis Group	\$25,655,184.64	\$5,737,364.38
20254, 20301, 20392, 52387, 111373	NeoMed Center, Inc Claims: 20254, 20301, 20392, 52387, 111373 Facility: Gurabo	Morovis Group	\$29,258,557.90	\$36,253,807.51
101569, 108464, 139655	Salud Integral De La Montana Inc. Claims: 101569,108464,139655 Facility: La Montana	Morovis Group	\$33,906,988.74	\$2,525,918.30
20756, 20794, 39401, 130107	Concilio De Salud Integral De Loiza, Inc Claims: 20756, 20794, 39401, 130107 Facility: Loiza	Morovis Group	\$27,119,329.96	\$16,658,798.02
34431, 110999	Morovis Community Health Center Claims: 34431,110999 Facility: Morovis	Morovis Group	\$5,898,265.08	\$2,456,721.37
		Total	\$293,583,772.78	\$145,982,458.41

(1) – Rio Grande Community Health Center provided actual data for period 1997 – 2000 asserting liabilities of approximately \$7.6 m. They asserted additional liabilities related to 2001 which does not provide sufficient data to determine averages. A&M is not able to validate the asserted amounts and recommends further discussions with the FQHC related to this period.

EXHIBIT I

SCHEDULE OF CASH FLOWS OF NEW GO BONDS

Tax-Exempt and Taxable Current Interest Bonds Debt Service

Fiscal Year (7/1)	Tax-Exempt Annual Debt Service Cash Flows			Taxable Annual Debt Service Cash Flows			Aggregate Annual Debt Service Cash Flows		
	Principal	Interest	Total Debt Service	Principal	Interest	Total	Principal	Interest	Total
Total	\$5,861,055,000	\$2,465,605,650	\$8,326,660,650	\$822,260,000	\$698,096,750	\$1,520,356,750	\$6,683,315,000	\$3,163,702,400	\$9,847,017,400
2022	\$372,660,000	\$270,505,300	\$643,165,300		\$41,113,000	\$41,113,000	\$372,660,000	\$311,618,300	\$684,278,300
2023	372,390,000	251,872,300	624,262,300		41,113,000	41,113,000	372,390,000	292,985,300	665,375,300
2024	371,350,000	233,252,800	604,602,800		41,113,000	41,113,000	371,350,000	274,365,800	645,715,800
2025	369,470,000	214,685,300	584,155,300		41,113,000	41,113,000	369,470,000	255,798,300	625,268,300
2026	366,675,000	196,211,800	562,886,800		41,113,000	41,113,000	366,675,000	237,324,800	603,999,800
2027	362,890,000	177,878,050	540,768,050		41,113,000	41,113,000	362,890,000	218,991,050	581,881,050
2028	358,030,000	159,733,550	517,763,550		41,113,000	41,113,000	358,030,000	200,846,550	558,876,550
2029	352,010,000	141,832,050	493,842,050		41,113,000	41,113,000	352,010,000	182,945,050	534,955,050
2030	344,740,000	124,231,550	468,971,550		41,113,000	41,113,000	344,740,000	165,344,550	510,084,550
2031	336,095,000	106,994,550	443,089,550		41,113,000	41,113,000	336,095,000	148,107,550	484,202,550
2032	325,990,000	90,189,800	416,179,800		41,113,000	41,113,000	325,990,000	131,302,800	457,292,800
2033	311,050,000	77,150,200	388,200,200		41,113,000	41,113,000	311,050,000	118,263,200	429,313,200
2034	294,385,000	64,708,200	359,093,200		41,113,000	41,113,000	294,385,000	105,821,200	400,206,200
2035	154,195,000	52,932,800	207,127,800	\$121,695,000	41,113,000	162,808,000	275,890,000	94,045,800	369,935,800
2036	137,290,000	46,765,000	184,055,000	118,735,000	35,028,250	153,763,250	256,025,000	81,793,250	337,818,250
2037	118,370,000	41,273,400	159,643,400	115,625,000	29,091,500	144,716,500	233,995,000	70,364,900	304,359,900
2038	97,300,000	36,538,600	133,838,600	112,360,000	23,310,250	135,670,250	209,660,000	59,848,850	269,508,850
2039	64,880,000	32,646,600	97,526,600	117,980,000	17,692,250	135,672,250	182,860,000	50,338,850	233,198,850
2040	29,640,000	30,051,400	59,691,400	123,880,000	11,793,250	135,673,250	153,520,000	41,844,650	195,364,650
2041	12,780,000	28,865,800	41,645,800	111,985,000	5,599,250	117,584,250	124,765,000	34,465,050	159,230,050
2042	130,875,000	28,354,600	159,229,600				130,875,000	28,354,600	159,229,600
2043	136,110,000	23,119,600	159,229,600				136,110,000	23,119,600	159,229,600
2044	141,555,000	17,675,200	159,230,200				141,555,000	17,675,200	159,230,200
2045	147,220,000	12,013,000	159,233,000				147,220,000	12,013,000	159,233,000
2046	153,105,000	6,124,200	159,229,200				153,105,000	6,124,200	159,229,200

*Deemed Issuance Date is 7/1/2021.

Detail on Tax-Exempt Current Interest Bonds

Detailed Summary of Tax-Exempt Term Bonds							Tax-Exempt Annual Debt Service Cash Flows			
Fiscal Year (7/1)	Maturity	Term Maturity	Mandatory Sinking Fund Amortization	Term Principal	Coupon	1st Call Date**	Fiscal Year (7/1)	Principal	Interest	Total Debt Service
Total			\$5,861,055,000	\$5,861,055,000				\$5,152,190,000	\$2,378,319,050	\$7,530,509,050
2022	7/1/22	2023	\$372,660,000		5.000%		2022	\$372,660,000	\$270,505,300	\$643,165,300
2023	7/1/23	2023	372,390,000	\$745,050,000	5.000%		2023	372,390,000	251,872,300	624,262,300
2024	7/1/24	2025	371,350,000		5.000%		2024	371,350,000	233,252,800	604,602,800
2025	7/1/25	2025	369,470,000	\$740,820,000	5.000%		2025	369,470,000	214,685,300	584,155,300
2026	7/1/26	2027	366,675,000		5.000%		2026	366,675,000	196,211,800	562,886,800
2027	7/1/27	2027	362,890,000	\$729,565,000	5.000%		2027	362,890,000	177,878,050	540,768,050
2028	7/1/28	2029	358,030,000		5.000%		2028	358,030,000	159,733,550	517,763,550
2029	7/1/29	2029	352,010,000	\$710,040,000	5.000%		2029	352,010,000	141,832,050	493,842,050
2030	7/1/30	2031	344,740,000		5.000%		2030	344,740,000	124,231,550	468,971,550
2031	7/1/31	2031	336,095,000	\$680,835,000	5.000%		2031	336,095,000	106,994,550	443,089,550
2032	7/1/32	2033	325,990,000		4.000%	7/1/31	2032	325,990,000	90,189,800	416,179,800
2033	7/1/33	2033	311,050,000	\$637,040,000	4.000%	7/1/31	2033	311,050,000	77,150,200	388,200,200
2034	7/1/34	2035	294,385,000		4.000%	7/1/31	2034	294,385,000	64,708,200	359,093,200
2035	7/1/35	2035	154,195,000	\$448,580,000	4.000%	7/1/31	2035	154,195,000	52,932,800	207,127,800
2036	7/1/36	2037	137,290,000		4.000%	7/1/31	2036	137,290,000	46,765,000	184,055,000
2037	7/1/37	2037	118,370,000	\$255,660,000	4.000%	7/1/31	2037	118,370,000	41,273,400	159,643,400
2038	7/1/38	2041	97,300,000		4.000%	7/1/31	2038	97,300,000	36,538,600	133,838,600
2039	7/1/39	2041	64,880,000		4.000%	7/1/31	2039	64,880,000	32,646,600	97,526,600
2040	7/1/40	2041	29,640,000		4.000%	7/1/31	2040	29,640,000	30,051,400	59,691,400
2041	7/1/41	2041	12,780,000	\$204,600,000	4.000%	7/1/31	2041	12,780,000	28,865,800	41,645,800
2042	7/1/42	2046	130,875,000		4.000%	7/1/31	2042	130,875,000	28,354,600	159,229,600
2043	7/1/43	2046	136,110,000		4.000%	7/1/31	2043	136,110,000	23,119,600	159,229,600
2044	7/1/44	2046	141,555,000		4.000%	7/1/31	2044	141,555,000	17,675,200	159,230,200
2045	7/1/45	2046	147,220,000		4.000%	7/1/31	2045	147,220,000	12,013,000	159,233,000
2046	7/1/46	2046	153,105,000	\$708,865,000	4.000%	7/1/31	2046	153,105,000	6,124,200	159,229,200

*Deemed Issuance Date is 7/1/2021.

**Callable on 7/1/2031 @ 103; Callable on 7/1/2032 @ 102; Callable on 7/1/2033 @ 101; Callable on 7/1/2034 @ 100

Detail on Taxable Current Interest Bonds

Detailed Summary of Taxable Term Bonds							Taxable Annual Debt Service Cash Flows			
Fiscal Year (7/1)	Maturity	Term Maturity	Mandatory Sinking Fund Amortization	Term Principal	Coupon	1st Call Date**	Fiscal Year (7/1)	Principal	Interest	Total Debt Service
Total			\$822,260,000	\$822,260,000				\$822,260,000	\$698,096,750	\$1,520,356,750
2022	7/1/22						2022		\$41,113,000	\$41,113,000
2023	7/1/23						2023		41,113,000	41,113,000
2024	7/1/24						2024		41,113,000	41,113,000
2025	7/1/25						2025		41,113,000	41,113,000
2026	7/1/26						2026		41,113,000	41,113,000
2027	7/1/27						2027		41,113,000	41,113,000
2028	7/1/28						2028		41,113,000	41,113,000
2029	7/1/29						2029		41,113,000	41,113,000
2030	7/1/30						2030		41,113,000	41,113,000
2031	7/1/31						2031		41,113,000	41,113,000
2032	7/1/32						2032		41,113,000	41,113,000
2033	7/1/33						2033		41,113,000	41,113,000
2034	7/1/34						2034		41,113,000	41,113,000
2035	7/1/35	2041	\$121,695,000		5.000%	7/1/31	2035	\$121,695,000	41,113,000	162,808,000
2036	7/1/36	2041	118,735,000		5.000%	7/1/31	2036	118,735,000	35,028,250	153,763,250
2037	7/1/37	2041	115,625,000		5.000%	7/1/31	2037	115,625,000	29,091,500	144,716,500
2038	7/1/38	2041	112,360,000		5.000%	7/1/31	2038	112,360,000	23,310,250	135,670,250
2039	7/1/39	2041	117,980,000		5.000%	7/1/31	2039	117,980,000	17,692,250	135,672,250
2040	7/1/40	2041	123,880,000		5.000%	7/1/31	2040	123,880,000	11,793,250	135,673,250
2041	7/1/41	2041	111,985,000	\$822,260,000	5.000%	7/1/31	2041	111,985,000	5,599,250	117,584,250

*Deemed Issuance Date is 7/1/2021.

**Callable on 7/1/2031 @ 103; Callable on 7/1/2032 @ 102; Callable on 7/1/2033 @ 101; Callable on 7/1/2034 @ 100

Capital Appreciation Bonds: 5.000% July 1, 2024 Maturity

Date	Initial Principal	Accreted Value at each Redemption Date (2)	Maturity Value (3)
7/1/22	\$100,862,061.30	\$105,968,971.50	\$116,970,000.00
7/1/23	96,003,057.15	105,969,766.35	111,335,000.00
7/1/24 (1)	91,376,871.30	105,970,000.00	105,970,000.00
Total	\$288,241,989.75	\$317,908,737.85	\$334,275,000.00

(1) Stated maturity; not a sinking fund redemption

(2) Equals the initial principal amount plus accreted interest to each sinking fund redemption date

(3) Equals the total accreted value that would be represented by the portion of the bonds being redeemed if held to maturity.

Capital Appreciation Bonds: 5.375% July 1, 2033 Maturity*

Date	Initial Principal	Accreted Value at each Redemption Date (2)	Maturity Value (3)
7/1/29	\$98,129,013.00	\$149,997,523.50	\$185,450,000.00
7/1/30	93,059,851.80	149,997,764.30	175,870,000.00
7/1/31	88,252,614.90	149,998,089.75	166,785,000.00
7/1/32	83,694,073.80	149,998,937.80	158,170,000.00
7/1/33 (1)	79,371,000.00	150,000,000.00	150,000,000.00
Total	\$442,506,553.50	\$749,992,315.35	\$836,275,000.00

(1) Stated maturity; not a sinking fund redemption

(2) Equals the initial principal amount plus accreted interest to each sinking fund redemption date

(3) Equals the total accreted value that would be represented by the portion of the bonds being redeemed if held to maturity.

*Callable on 7/1/2031 and thereafter at accreted value.

EXHIBIT J

DESCRIPTION OF CVI TERMS AND WATERFALL PROVISIONS

Exhibit J

General Terms Applicable to Both GO CVI and Clawback CVI

TERM	DESCRIPTION
Outperformance Metric	<ul style="list-style-type: none"> ▪ See Annex 5-A
Structure	<ul style="list-style-type: none"> ▪ Attachment Point: 100% of CW Fiscal Plan projections as included in Annex 5-A (the “Baseline SUT”) of this exhibit ▪ The Commonwealth shall pledge its full faith, credit and taxing power under the Puerto Rico Constitution and applicable Puerto Rico law for payment of the GO CVI and Clawback CVI ▪ Security provisions as described in Section 4.10 (b) of the Plan Support Agreement
Measurement Date	<ul style="list-style-type: none"> ▪ Measured as of the end of each Fiscal Year, beginning FY22 ▪ Payment and measurement mechanics to be determined
Outperformance Condition	<ul style="list-style-type: none"> ▪ Lesser of, on an annual basis (the “Outperformance Amount”): <ul style="list-style-type: none"> ○ (i) 50% of cumulative outperformance, starting on July 1, 2021, less payments previously made ○ (ii) 75% of annual outperformance
Annual Payments	<ul style="list-style-type: none"> ▪ <u>Years 1-22</u>: From the Outperformance Amount, annual payment waterfall is as follows (the “Annual Payment Waterfall”): <ul style="list-style-type: none"> ○ (a) First \$100,000,000 to GO CVI ○ (b) Next \$11,111,111 to Clawback CVI ○ (c) Thereafter, pro rata sharing as follows: <ul style="list-style-type: none"> ▪ 90% to GO CVI ▪ 10% to Clawback CVI ▪ To the extent that the GO CVI Lifetime Cap (as defined below) is met (i.e., aggregate \$3,500 million paid to GO CVI) in year 21 or prior, 100% of the Outperformance Amount would accrue to the Clawback CVI beginning in the following year, subject to applicable maximum annual payment ▪ <u>Years 23-30</u>: 100% of Outperformance Amount to Clawback CVI
SUT True-Up	<ul style="list-style-type: none"> ▪ No adjustment required: <ul style="list-style-type: none"> ○ Exemptions / holidays included in the Puerto Rico Internal Revenue Code as of the date of the Plan Support Agreement (sections 4030.01 through 4030.27) ▪ Baseline SUT Reduced (the “Baseline SUT Reduction”): <ul style="list-style-type: none"> ○ Exemptions/Holiday during U.S. Presidential Declaration of Disaster for a period not to exceed 30 days and only for emergency-related categories of spend. If Exemptions/Holiday exceed 30 day period, the amount of any exemptions beyond such

TERM	DESCRIPTION
	<p>30 day period will be included under the SUT True-Up mechanism defined below</p> <ul style="list-style-type: none">▪ In-Year SUT Revenue Increased (“SUT True-Up”):<ul style="list-style-type: none">○ Any other exemption implemented by the Government under applicable law▪ For the calculation of either the Baseline SUT Reduction or SUT True-Up, the calculation will be determined by the Treasury Secretary and validated by an independent third party and will be publicly disclosed. Validation of independent third party binding on both the Government and Creditors▪ Documentation in a separate agreement on the methodology the independent third party will use to verify the Treasury Secretary’s calculation▪ To the extent the Commonwealth reduces the 5.5% SUT to a lower rate, a formulaic adjustment to be agreed upon by the Board and Initial PSA Creditors to maintain the same amount of outperformance had the Measured SUT remained at 5.5%. Further protections provided in Section 4.10 (b)(xi) of the Plan Support Agreement

ANNEX 1: GO CVI-Specific Terms

TERM	DESCRIPTION
GO CVI Lifetime Cap	<ul style="list-style-type: none"> ▪ \$3,500 million (the “GO CVI Lifetime Cap”)
GO CVI Term	<ul style="list-style-type: none"> ▪ 22 years (FY2043) ▪ Deemed issuance date of July 1, 2021
Payments to GO CVI	<ul style="list-style-type: none"> ▪ As referenced within (a) and (c) of Annual Payment Waterfall
GO CVI Maximum Annual Payment	<ul style="list-style-type: none"> ▪ Maximum annual payment of \$200 million for the GO CVI plus any unused amounts from previous years, subject to annual payment not being greater than \$400 million for the GO CVI ▪ To the extent any unused amounts from previous years remain at the end of the 22-year term, the Commonwealth will not owe any further amount to GO CVI
GO CVI Call Structure	<ul style="list-style-type: none"> ▪ Callable on any date at an aggregate value equal to the maximum amount of future payments present valued at an uncapped discount rate of the Treasury Rate + 100 basis points, wherein the Treasury Rate means the yield (or interpolated yield) of the comparable U.S. treasury security (or securities) that has an actual maturity (or interpolated maturity) that is closest to the remaining average life of the remaining maximum payments of the GO CVI

ANNEX 2: Clawback CVI-Specific Terms

TERM	DESCRIPTION
Clawback CVI Lifetime Cap	<ul style="list-style-type: none"> ▪ 30% of the sum of deficiency claims of Allowed CW/Convention Claims, Allowed CW/HTA Claims, Allowed CW/MBA Claim, and Allowed CW/PRIFA Rum Tax Claims ▪ Deficiency claim calculated by subtracting any recovery from the respective issuing entity from each of Allowed CW/Convention Claims, Allowed CW/HTA Claims, Allowed CW/MBA Claim, and Allowed CW/PRIFA Rum Tax Claims
Clawback CVI Term	<ul style="list-style-type: none"> ▪ 30 years (FY2051) ▪ Deemed issuance date of July 1, 2021
Payments to Clawback CVI	<ul style="list-style-type: none"> ▪ <u>Years 1-22</u>: As referenced within (b) and (c) of Annual Payment Waterfall ▪ <u>Years 23-30</u>: From 100% of the Outperformance Amount <ul style="list-style-type: none"> ○ To the extent that GO CVI Lifetime Cap (as defined below) is met (i.e., aggregate \$3,500 million paid to GO CVI) in year 21 or prior, 100% of the Outperformance Amount would accrue to the Clawback CVI beginning in the following year, subject to applicable maximum annual payment as specified below
Clawback CVI Maximum Annual Payment	<ul style="list-style-type: none"> ▪ <u>Years 1-22</u>: Maximum annual payment of \$50 million for the Clawback CVI ▪ <u>Years 23-30</u>: Maximum annual payment of \$250 million for the Clawback CVI <ul style="list-style-type: none"> ○ To the extent that GO CVI Lifetime Cap is met (i.e., aggregate \$3,500 million paid to GO CVI) in year 21 or prior, the \$250 million annual payment cap for the Clawback CVI would begin in the following year ▪ To the extent any unused amounts from previous years remain at the end of the 30-year term, the Commonwealth will not owe any further amount to Clawback CVI
Clawback CVI Call Structure	<ul style="list-style-type: none"> ▪ Callable on any date at an aggregate value equal to the maximum amount of future payments present valued at an uncapped discount rate of the Treasury Rate + 700 basis points, wherein the Treasury Rate means the yield (or interpolated yield) of the comparable U.S. treasury security (or securities) that has an actual maturity (or interpolated maturity) that is closest to the remaining average life of the remaining maximum payments of the Clawback CVI

ANNEX 3: GO CVI ALLOCATION SUMMARY

Claim	GO CVI Allocation %
Vintage CW Bond Claim	32.235%
2011 CW Series D/E/PIB Bond Claim	3.513%
2011 CW Bond Claim	2.478%
2012 CW Bond Claim ²	15.178%
2014 CW Bond Claim ³	20.259%
Vintage CW Guarantee Claim	15.192%
2011 CW Guarantee Bond Claim	7.551%
2012 CW Guarantee Bond Claim	3.594%

² 2012 CW Bond Claim amount includes \$198 million of the Hacienda loans and \$33 million of the GSA Helicopter Loan.

³ 2014 CW Bond Claim amount includes \$84 million of the PRIFA BANs and \$262 million of the Ports bonds.

ANNEX 4: CLAWBACK CVI ALLOCATION SUMMARY

Claim	Clawback CVI Allocation %
Allowed CW/HTA Claims	TBD
Allowed CW/Convention Claims	TBD
Allowed CW/PRIFA Rum Tax Claims	TBD
Allowed CW/MBA Claim	TBD

ANNEX 5-A: 5.5% SUT BASELINE

(\$ USD)

5.5% SUT Baseline			
Year	Amount	Year	Amount
2022	\$1,282,901,069.30	2033	\$1,428,210,572.57
2023	1,279,617,661.88	2034	1,426,102,595.91
2024	1,301,220,703.34	2035	1,429,798,842.15
2025	1,315,295,083.41	2036	1,438,540,327.00
2026	1,345,037,783.09	2037	1,452,657,050.02
2027	1,377,398,882.61	2038	1,477,755,111.63
2028	1,403,141,426.98	2039	1,495,355,971.13
2029	1,414,785,980.78	2040	1,518,089,898.19
2030	1,427,393,695.32	2041	1,541,405,892.18
2031	1,437,998,166.98	2042	1,565,457,864.38
2032	1,447,406,781.79	2043	1,590,148,747.39

ANNEX 5-B: 5.5% SUT FORECAST AND RECONCILIATION

(\$ in millions)

	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	FY37	FY38	FY39	FY40	FY41	FY42	FY43
5.5% SUT Forecast																						
Forecast 10.5% SUT (per 2020 Commonwealth Certified Fiscal Plan)	\$2,592	\$2,569	\$2,612	\$2,641	\$2,699	\$2,764	\$2,817	\$2,846	\$2,873	\$2,896	\$2,917	\$2,893	\$2,889	\$2,897	\$2,914	\$2,943	\$2,993	\$3,028	\$3,074	\$3,120	\$3,168	\$3,217
Penalties, interest and others (as defined by Hacienda)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)	(37)
Gross 4% B2B SUT collections	(196)	(194)	(197)	(199)	(204)	(209)	(213)	(215)	(217)	(219)	(220)	(218)	(218)	(219)	(220)	(222)	(226)	(229)	(232)	(236)	(239)	(243)
Adjusted 10.5% SUT	\$2,360	\$2,339	\$2,378	\$2,404	\$2,459	\$2,519	\$2,568	\$2,594	\$2,620	\$2,641	\$2,660	\$2,638	\$2,634	\$2,641	\$2,657	\$2,684	\$2,730	\$2,763	\$2,805	\$2,848	\$2,892	\$2,938
Impact of Fiscal Plan compliance measure on 10.5% SUT	72	88	90	90	92	95	96	97	98	99	99	98	98	98	98	99	101	102	103	105	106	108
Impact of Disaster Recovery spending on 10.5% SUT	26	25	26	26	26	26	24	19	17	15	13	-	-	-	-	-	-	-	-	-	-	-
Impact of tax legislation risk adjustment on 10.5% SUT	(2)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(4)	(4)	(4)	(4)	(4)	(4)
Post-measures/adjustments 10.5% SUT	\$2,455	\$2,449	\$2,490	\$2,517	\$2,574	\$2,636	\$2,685	\$2,707	\$2,731	\$2,751	\$2,769	\$2,733	\$2,729	\$2,736	\$2,752	\$2,779	\$2,827	\$2,861	\$2,904	\$2,949	\$2,995	\$3,042
(x) 5.5% / 10.5%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%	52.4%
5.5% SUT including CINE	\$1,286	\$1,283	\$1,304	\$1,319	\$1,348	\$1,381	\$1,406	\$1,418	\$1,431	\$1,441	\$1,451	\$1,431	\$1,429	\$1,433	\$1,442	\$1,456	\$1,481	\$1,499	\$1,521	\$1,545	\$1,569	\$1,593
CINE funds	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
5.5% SUT less CINE	\$1,283	\$1,280	\$1,301	\$1,315	\$1,345	\$1,377	\$1,403	\$1,415	\$1,427	\$1,438	\$1,447	\$1,428	\$1,426	\$1,430	\$1,439	\$1,453	\$1,478	\$1,495	\$1,518	\$1,541	\$1,565	\$1,590
Reconciliation of 5.5% SUT Forecast with 2020 Certified COFINA Fiscal Plan																						
5.5% SUT per 2020 Certified COFINA Fiscal Plan	\$1,343	\$1,340	\$1,362	\$1,376	\$1,407	\$1,440	\$1,467	\$1,479	\$1,491	\$1,502	\$1,512	\$1,492	\$1,490	\$1,494	\$1,503	\$1,517	\$1,543	\$1,561	\$1,585	\$1,609	\$1,634	\$1,659
Pro rata penalties, interests and others (as defined by Hacienda)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(19)
Pro rata gross 4% B2B collections	(103)	(102)	(103)	(104)	(107)	(109)	(111)	(113)	(114)	(115)	(115)	(114)	(114)	(115)	(115)	(116)	(118)	(120)	(122)	(123)	(125)	(127)
Pro rata impact of tax legislation risk adjustment on 10.5% SUT	(1)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Pro rata impact of compliance measure on 4% B2B SUT collections	(4)	(5)	(5)	(5)	(5)	(5)	(5)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(7)	(7)	(7)	(7)	(7)	(7)
Pro rata benefit of 4% B2B collections related to DRF	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	-	-	-	-	-	-	-	-	-	-	-
Pro rata adjustment for tax legislation risk adjustment	71	72	73	74	76	77	79	80	80	81	82	81	81	81	82	82	84	85	86	87	89	90
5.5% SUT including CINE	\$1,286	\$1,283	\$1,304	\$1,319	\$1,348	\$1,381	\$1,406	\$1,418	\$1,431	\$1,441	\$1,451	\$1,431	\$1,429	\$1,433	\$1,442	\$1,456	\$1,481	\$1,499	\$1,521	\$1,545	\$1,569	\$1,593
CINE funds	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
5.5% SUT less CINE	\$1,283	\$1,280	\$1,301	\$1,315	\$1,345	\$1,377	\$1,403	\$1,415	\$1,427	\$1,438	\$1,447	\$1,428	\$1,426	\$1,430	\$1,439	\$1,453	\$1,478	\$1,495	\$1,518	\$1,541	\$1,565	\$1,590

EXHIBIT K

SCHEDULE OF PREEMPTED STATUTES

List of Main Statutes Preempted by PROMESA⁴

I. Commonwealth good faith and credit pledge statutes

A. General Obligation Bonds

1. Act 33 approved December 7, 1942.
2. Act 2 approved October 10, 1985.
3. Act 1 approved June 26, 1987, as amended.
4. Act 47 approved June 30, 2013.
5. Act 242 approved December 13, 2011.
6. Act 45 approved June 30, 2013.
7. Act 34 approved March 4, 2014.
8. Act 79 approved June 1, 2011.
9. Act 243 approved August 9, 2008.
10. Act 74 approved July 23, 2007, as amended.
11. Act 43 approved August 1, 2005, as amended.
12. Act 216 approved August 19, 2004.
13. Act 100 approved July 12, 2002, as amended.
14. Act 161 approved July 5, 2003.
15. Act 149 approved August 9, 2002, as amended.
16. Joint Resolution No. 57 approved July 12, 1993.
17. Act 54 approved July 6, 2001.
18. Act 118 approved July 13, 2000.
19. Act 153 approved July 16, 1999.
20. Act 219 approved August 9, 1998.
21. Act 81 approved August 14, 1997.
22. Act 119 approved August 9, 1995.
23. Act 46 approved July 28, 1994.
24. Act 39 approved May 13, 1976, as amended
25. Act 83 approved August 30, 1991.

B. General Obligation Loans

1. GSA Police Helicopters Loan – Joint Resolution No. 99-2013 approved December 9, 2013.
2. GDB Loans to the Commonwealth
 1. Act 33 approved December 7, 1942.
 2. Act 47 approved June 30, 2013.
 3. Act 242 approved December 13, 2011.
 4. Act 45 approved June 30, 2013. [\$245 million loan for the Fiscal Reconstruction Fund.]
 5. Joint Resolution No. 104 approved December 13, 2013. [\$15 million line of credit for the Legislature’s Capitol District.]
 6. Joint Resolution No. 96 approved November 27, 2013. [\$30 million line of credit].

⁴ Any statute providing for an appropriation not included in the budget certified by the FOMB is preempted.

C. Commonwealth Guaranty – Public Buildings Authority Bonds

1. Act 17 approved April 11, 1968, as amended.

D. Commonwealth Guaranty – APLA

1. Act 409 approved September 22, 2004.

E. Commonwealth Guaranty – PRIFA-BANs

1. Act 1 approved January 1, 2015.

F. [Commonwealth Guaranty – PRASA

1. Act 45 approved July 28, 1994.]

II. Statutes appropriating Commonwealth revenues

A. HTA

1. Act 9 approved August 12, 1982; 9 L.P.R.A. § 2021 [motor vehicle license fees]
2. 13 L.P.R.A. § 31751(a)(1). [gas oil, diesel oil and petroleum products.]
3. 13 L.P.R.A. § 31751(a)(3). [cigarette tax]

B. PRIFA

1. Act 44 approved June 21, 1988, as amended; 3 L.P.R.A. § 1914. [rum cover over]

C. PRIFA BANs

1. Act 1 approved January 1, 2015; 13 L.P.R.A. § 31751a(a). [petroleum products]

D. MBA

1. 13 L.P.R.A. § 31751(a)(4). [cigarette tax]

E. PRITA

1. 13 L.P.R.A. § 31751(a)(5). [cigarette tax]

F. CCDA

1. 13 L.P.R.A. § 2271v(a). [hotel room tax]

G. Act 147 enacted June 18, 1980, as amended

- 1.23 L.P.R.A. § 104.⁵ [judiciary appropriation]

H. UPR

- 1.18 L.P.R.A. § 621-1.⁶

I. Act 83 approved August 30, 1991, as amended

- 1.21 L.P.R.A. §§ 5002, 5004, 5006, 5815.⁷

J. Act 221 approved May 15, 1948, as amended

⁵ In Fiscal Year 2019, appropriations under 23 L.P.R.A. § 104 would amount to more than \$250 million, if not preempted.

⁶ In Fiscal Year 2019, appropriations under 18 L.P.R.A. § 621-1 would amount to more than \$750 million, if not preempted.

⁷ In Fiscal Year 2019, appropriations under 21 L.P.R.A. §§ 5002, 5004 would amount to more than \$100 million, if not preempted. In Fiscal Year 2019, appropriations under 21 L.P.R.A. §§ 5006, 5815 would amount to more than \$200 million, if not preempted.

1.15 L.P.R.A. § 74(d).⁸

K. Act 18 approved January 24, 2014, as amended

1.21 L.P.R.A. § 6742.⁹

L. Act 214 approved August 18, 2004, as amended

1.23 L.P.R.A. § 695

M. Act 41 approved July 22, 2011, as amended

1.12 L.P.R.A. § 8105

N. Act 1 approved January 31, 2011, as amended

1.13 L.P.R.A. § 33231(l)

III. TRS and JRS Statutes

A. [Act 106 approved August 23, 2017]

B. [Act 160 approved December 24, 2013.]

C. Act 91 of March 24, 2004.

D. Act 12 approved October 19, 1954.

⁸ In Fiscal Year 2019, appropriations under 15 L.P.R.A. § 74(d) would amount to more than \$250 million, if not preempted.

⁹ In Fiscal Year 2019, appropriations under 21 L.P.R.A. § 6742 would amount to more than \$120 million, if not preempted.

EXHIBIT L

BOND RECOVERY CATEGORIES

Bond Recovery Category	Classes Included
Vintage PBA Bond Claims	1, 2, 3, 4, 5, and 6
2011 PBA Bond Claims	7 and 8
2012 PBA Bond Claims	9 and 10
Vintage CW Bond Claims	14, 15, 16, 17, 18, 19, and 20
2011 CW Series D/E/PIB Bond Claims	33, 34, 35, and 36
2011 CW Bond Claims	27, 28, 29, and 30
2012 CW Bond Claims	37, 38, 39, and 40
2014 CW Bond Claims	43, 44, 45, 46, and 47
Vintage CW Guarantee Bond Claims	21, 22, 23, 24, 25, and 26
2011 CW Guarantee Bond Claims	31 and 32
2012 CW Guarantee Bond Claims	41 and 42